

BEFORE THE BOARD OF COUNTY COMMISSIONERS

LEWIS COUNTY, WASHINGTON

APPROVING TASK ASSIGNMENTS
BETWEEN LEWIS COUNTY AND
TACOMA POWER REGARDING
WORK BY COUNTY CREWS, AND
AUTHORIZING SIGNATURES THEREON

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RESOLUTION NO. 09-254

WHEREAS, pursuant to Interlocal Agreement 05-200, the Board of County Commissioners has reviewed Task Agreements between Lewis County, Washington, and Tacoma Power, regarding work by County Forces for the following two Task Assignments:

Task Assignment #2009-01, to apply liquid asphalt and rock chips at various locations for Tacoma power, at an estimated cost of \$ 85,248.67 which includes labor, materials and equipment, plus an administrative fee of \$ 4,262.43, making the total \$89,511.10, and

Task Assignment #2009-02, to stripe approximately 0.57 miles of Kosmos Road, at an estimated cost of \$1,709.00 which includes labor, materials and equipment, plus an administrative fee of \$85.45, making the total \$1,794.45, and

WHEREAS, it appears to be in the best public interest to authorize the execution of said Inter-local Agreement for Lewis County;

NOW, THEREFORE, BE IT RESOLVED that the aforesaid Task Agreements are hereby approved and the Board of County Commissioners is authorized to sign the same.

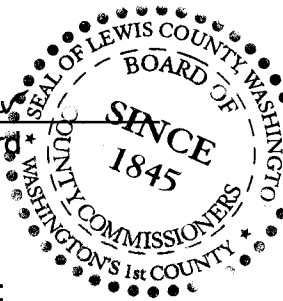
DONE IN OPEN SESSION this 17 day of, August 2009

ATTEST:

BOARD OF COUNTY
LEWIS COUNTY, WASHINGTON

Candace Hallen for

Karri Muir, Clerk of the Board
of County Commissioners



F. Lee Grose
F. Lee Grose, Chairman

APPROVED AS TO FORM:

L. Michael Golden
Prosecuting Attorney

Ron Averill
Ron Averill, Vice Chairman

P.W. Schulte
P.W. Schulte, Member

By

Civil Deputy

TASK ASSIGNMENT #2009-01

Pursuant to Interlocal Agreement dated July 18, 2005

THIS AGREEMENT, made and entered into pursuant to authority of R.C.W. 39.34.080 and in conformance with R.C.W. 43.09.210, this 17 day of Aug, 2009, by and between LEWIS COUNTY, Washington, a political subdivision of the State of Washington, hereinafter referred to as the "County", and the City of Tacoma, Tacoma Public Utilities, (dba) Tacoma Power, a municipal corporation, hereinafter referred to as the "Municipality," WITNESSETH:

IT IS HEREBY COVENANTED AND AGREED as follows:

1. The Municipality requests that the County perform the work listed below at a time and in a manner convenient to the County and hereby guarantees reimbursement to the county for all work done based upon the County's Estimate for Reimbursable Work, attached hereto as exhibit "A" for a total value of \$89,511.10. The County will provide any and all labor and material and administration necessary and incidental to perform all items of work as follows:

- A. *Two applications of liquid asphalt and rock chips to approximately 300 feet of the Glenoma Community Park parking lot.*
- B. *One application of liquid asphalt and rock chips to approximately 3,000 feet of the Kosmos Boat Ramp Road..*
- C. *One application of liquid asphalt and rock chips to approximately 300 feet of the Kosmos Boat Ramp parking lot.*
- D. *One application of liquid asphalt and rock chips to approximately 650 feet of the Mossyrock Boat Ramp, Overflow Camping Road.*
- E. *One application of liquid asphalt and rock chips to Mossyrock Boat Ramp Overflow Parking Lot.*

2. The Municipality hereby agrees to reimburse the Public Works Department of the County for all work done, based upon the actual cost of labor, equipment rental, and materials used, and upon administrative services associated with the maintenance and construction work involved, reflected by exhibit "A" attached hereto.

3. The Municipality certifies and warrants that it has the legal authority to accomplish this work with its own forces at the location herein specified, and has legal access thereto, but in fact has insufficient manpower/equipment to accomplish this work.

4. It is understood and agreed that all reimbursable work as provided for hereto shall be accomplished only and if such work does not interrupt or interfere with the County Road Division's regular schedule, and should such reimbursable work not be accomplished prior to December 31, 2009, any and all obligation to provide same shall terminate.

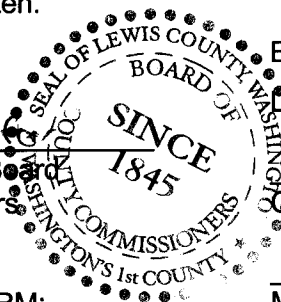
5. It is understood and agreed between the parties hereto that to the extent allowed by RCW 4.24.115, the Municipality, agrees to protect, defend, indemnify and hold harmless the County, its commissioners, agents, departments and employees against any and all liabilities, claims, damages, penalties, actions, costs and expenses (including reasonable attorney's fees) which may arise for any reason as a result of the performance of this Agreement by the County, except insofar as any obligation or responsibility is imposed upon the County by statute.

6. This Task Assignment assumes that all work required will be performed by County forces exclusively.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

ATTEST:

Caridace Hallam
Karri Muir, Clerk of the Board
of County Commissioners



BOARD OF COUNTY COMMISSIONERS
LEWIS COUNTY, WASHINGTON

[Signature]
Chairman

APPROVED AS TO FORM:

MICHAEL GOLDEN,
Prosecuting Attorney

By: [Signature]
Civil Deputy

[Signature]
Member

[Signature]
Member

TACOMA PUBLIC UTILITIES

By: [Signature] 6/8/09
Director of Utilities Date

By: [Signature] 6-5-09
Tacoma Power Superintendent Date

By: [Signature] 6/11/2009
Generation Manager Date

APPROVED AS TO FORM:

[Signature] 6/2/9
Assistant City Attorney Date

[Signature] 6/4/09
Finance Director Date

REIMBURSABLE WORK ORDER

Tacoma City Light
Municipality

09
Year

- 01
Number

To be completed by Lewis County

MUNICIPAL REQUEST

The undersigned hereby requests the Lewis County Public Works Department to provide a preliminary estimate for cost of work stated herein.

Description of work requested:

Two applications of liquid asphalt and 1/2" rock chips to approximately 300 feet of the Glenoma Community Park parking lot.

One application of liquid asphalt and 1/2" rock chips to approximately 3,000 feet of the Kosmos Boat Ramp Road.

One application of liquid asphalt and 1/2" rock chips to approximately 300 feet of the Kosmos Boat Ramp Parking Lot.

One application of liquid asphalt and 3/8" rock chips to approximately 650 feet of the Mossyrock Boat Ramp Overflow Camping Road.

One application of liquid asphalt and 3/8" rock chips to the Mossyrock Boat Ramp Overflow Parking Lot.

SUPERVISOR / SENIOR ENGINEER ESTIMATE

I have met with a representative of the above Agency, and have inspection of the work to be requested, and submit my preliminary estimate cost of \$ 85,248.67 plus a 5% administrative costs of \$ 4,262.43 for a total cost of \$ 89,511.10 to complete the project requested.

See Attached Detail of Work

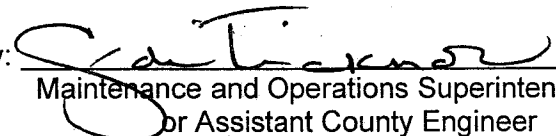

Chip Seal Supervisor

MAINTENANCE / ENGINEERING APPROVAL OF ESTIMATE

Type of Work: ☒ Maintenance ☐ Construction ☐ Preservation

Cost estimate of work as requested is reasonable and required resources are available: ☒ Yes ☐ No

Date: 5/5/09

By: 
Maintenance and Operations Superintendent
or Assistant County Engineer

Municipality

It is understood that the total cost given is for estimation purposes only and that the project total cost will be based upon the actual cost of labor, equipment rental and materials used in the work involved. A 5% administrative fee will be included with a minimum of \$100.00 per agreement.

We request that the cost of this work be charged against our Federal Aid / STP funds ☐ Yes ☒ No ☐ N/A

All work will be performed in accordance with the Master Interlocal Agreement, dated 7/18/2005

Date: 5/8/2009

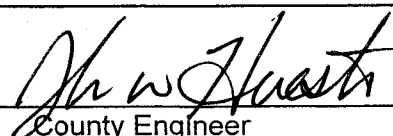
Agency: Tacoma Power

Signature: 

Title: Senior Engineer

REIMBURSABLE WORK ORDER AUTHORIZATION

Date: 8/6/09


County Engineer

TASK ASSIGNMENT #2009-02

Pursuant to Interlocal Agreement dated July 18, 2005

THIS AGREEMENT, made and entered into pursuant to authority of R.C.W. 39.34.080 and in conformance with R.C.W. 43.09.210, this 17 day of Aug, 2009, by and between LEWIS COUNTY, Washington, a political subdivision of the State of Washington, hereinafter referred to as the "County", and the City of Tacoma, Tacoma Public Utilities, (dba) Tacoma Power, a municipal corporation, hereinafter referred to as the "Municipality," WITNESSETH:

IT IS HEREBY COVENANTED AND AGREED as follows:

1. The Municipality requests that the County perform the work listed below at a time and in a manner convenient to the County and hereby guarantees reimbursement to the county for all work done based upon the County's Estimate for Reimbursable Work, attached hereto as exhibit "A" for a total value of \$1,794.45. The County will provide any and all labor and material and administration necessary and incidental to perform all items of work as follows:

A. *Stripe approximately 0.57 miles of the Kosmos Road with a Double No Passing Stripe.*

2. The Municipality hereby agrees to reimburse the Public Works Department of the County for all work done, based upon the actual cost of labor, equipment rental, and materials used, and upon administrative services associated with the maintenance and construction work involved, reflected by exhibit "A" attached hereto.

3. The Municipality certifies and warrants that it has the legal authority to accomplish this work with its own forces at the location herein specified, and has legal access thereto, but in fact has insufficient manpower/equipment to accomplish this work.

4. It is understood and agreed that all reimbursable work as provided for hereto shall be accomplished only and if such work does not interrupt or interfere with the County Road Division's regular schedule, and should such reimbursable work not be accomplished prior to December 31, 2009, any and all obligation to provide same shall terminate.

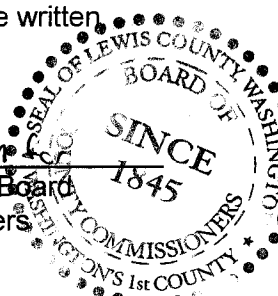
5. It is understood and agreed between the parties hereto that to the extent allowed by RCW 4.24.115, the Municipality, agrees to protect, defend, indemnify and hold harmless the County, its commissioners, agents, departments and employees against any and all liabilities, claims, damages, penalties, actions, costs and expenses (including reasonable attorney's fees) which may arise for any reason as a result of the performance of this Agreement by the County, except insofar as any obligation or responsibility is imposed upon the County by statute.

6. This Task Assignment assumes that all work required will be performed by County forces exclusively.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

ATTEST:

Candace Hallom
Karri Muir, Clerk of the Board
of County Commissioners



BOARD OF COUNTY COMMISSIONERS

LEWIS COUNTY, WASHINGTON

[Signature]
Chairman

APPROVED AS TO FORM:

MICHAEL GOLDEN,
Prosecuting Attorney

By: [Signature]
Civil Deputy

[Signature]
Member

[Signature]
Member

TACOMA PUBLIC UTILITIES

By: [Signature]
Assistant Generation Manager

7/15/09
Date

APPROVED AS TO FORM:

[Signature]
Assistant City Attorney

7-15-9
Date

[Signature]
Finance Director or Designee

7-16-09
Date

Ref: Public Utility Board Resolution: NA

REIMBURSABLE WORK ORDER

Tacoma City Light
Municipality

09
Year

- 02
Number

To be completed by Lewis County

MUNICIPAL REQUEST

The undersigned hereby requests the Lewis County Public Works Department to provide a preliminary estimate for cost of work stated herein.

Description of work requested:

To stripe approximately 0.57 miles of Kosmos Road with a Double No Passing Stripe.

SUPERVISOR / SENIOR ENGINEER ESTIMATE

I have met with a representative of the above Agency, and have inspection of the work to be requested, and submit my preliminary estimate cost of \$ 1,709.00 plus a 5% administrative costs of \$ 85.45 for a total cost of \$ 1,794.45 to complete the project requested.

See Attached Detail of Work

Mikula 180
Striping Supervisor

MAINTENANCE / ENGINEERING APPROVAL OF ESTIMATE

Type of Work: ☐ Maintenance ☐ Construction ☐ Preservation

Cost estimate of work as requested is reasonable and required resources are available: ☐ Yes ☐ No

Date: 6/9/09

By: S. T. K. K. K.
Maintenance and Operations Superintendent
or Assistant County Engineer

Municipality

It is understood that the total cost given is for estimation purposes only and that the project total cost will be based upon the actual cost of labor, equipment rental and materials used in the work involved. A 5% administrative fee will be included with a minimum of \$100.00 per agreement.

We request that the cost of this work be charged against our Federal Aid / STP funds ☐ Yes ☒ No ☐ N/A

All work will be performed in accordance with the Master Interlocal Agreement, dated 7/18/2005

Date: 7/15/09

Agency: Tacoma Power

Signature: [Signature]

Title: Senior Engineer

REIMBURSABLE WORK ORDER AUTHORIZATION

Date: 7/23/09

[Signature]
County Engineer

Striping Expense Worksheet

KOSMOS RL

Agency TACOMA CITY LIGHT

Date 4/21/09

Materials

Yellow

White

	Single Solid	Double No Pass	Skip	Right No Pass	Left No Pass	Single Solid
Mileage		<u>157</u>				
Gal. Per mile	x 17	x 34	x 6	x 23	x 23	x 17
Total Gal.		<u>19</u>				
Price per gal	x	x <u>7.39</u>	x	x	x	x
Total Paint Cost		<u>140.41</u>				<u>140.41</u>
Beads @ \$2.00 per gallon		<u>38.00</u>				<u>38.00</u>

Total Mat. Cost 178.41

Equipment

Hours x Rate = Total

<u>T-76 STRIPER</u>	<u>6</u>	<u>25.16</u>	<u>150.96</u>
<u>14305 PICKUP</u>	<u>6</u>	<u>8.95</u>	<u>53.70</u>
<u>13406 PICKUP</u>	<u>6</u>	<u>9.01</u>	<u>54.06</u>
<u>2-47 PICKUP</u>	<u>6</u>	<u>9.01</u>	<u>54.06</u>

Total Equip. Cost 312.78

Labor

Hours x Rate = Total

<u>3-TCS operators x6</u>	<u>18</u>	<u>34.32</u>	<u>617.76</u>
<u>2-FLAGGERS x6</u>	<u>18</u>	<u>17.03</u>	<u>306.54</u>
<u>1-SUPERVISOR</u>	<u>6</u>	<u>49.92</u>	<u>299.52</u>

Total Labor Costs 1217.82

Post-It Fax Note	7871	Date <u>4/21</u>	# of Pages <u>2</u>
To <u>JERRY C.</u>	From <u>LORI</u>		
Co./Dept.	Co.		
Phone #	Phone #		
Fax # <u>978-5238</u>	Fax #		

Grand Total 1769.01

BEFORE THE BOARD OF COUNTY COMMISSIONERS

LEWIS COUNTY, WASHINGTON

APPROVING AN INTERLOCAL AGREEMENT }
BETWEEN LEWIS COUNTY AND CITY OF }
TACOMA, DEPARTMENT OF PUBLIC }
UTILITIES, LIGHT DIVISION (TACOMA }
POWER) REGARDING WORK OR SERVICES }
FOR TACOMA POWER }

RESOLUTION NO. 05-200

WHEREAS, the City of Tacoma, Department of Public Services, Light Division (Tacoma Power) has prepared an Interlocal Agreement with Lewis County, both municipal corporations of the State of Washington, to provide a mechanism to realize the Parties' mutual interests and benefits in having the County undertake and perform tasks for Tacoma Power in support of Tacoma Power's Cowlitz River Hydroelectric Project ; and


WHEREAS, the Board of County Commissioners had an opportunity to review the attached Interlocal Agreement; and

WHEREAS, it appears to be in the best public interest to authorize the execution of said Interlocal Agreement for Lewis County; NOW, THEREFORE,

BE IT RESOLVED, that the aforesaid Inter-local Agreement is hereby approved and the Board of County Commissioners is authorized to sign the same.

DONE IN OPEN SESSION this 18 day of July, 2005

ATTEST:

 Karisa Duffey, Clerk of the Board
of County Commissioners

APPROVED AS TO FORM

JEREMY RANDOLPH
Prosecuting Attorney

By Douglas L. Hart
Civil Deputy

BOARD OF COUNTY COMMISSIONERS
LEWIS COUNTY, WASHINGTON

Dennis Hadjeller
Chairman

Richard A. Kahan
Member

Eric Johnson
Member

INTERLOCAL AGREEMENT

THIS AGREEMENT is made this 18 day of July, 2005, between the City of Tacoma, Department of Public Utilities, Light Division (d.b.a. and hereinafter "Tacoma Power"), a municipal corporation, and Lewis County, ("The County" hereinafter) a political subdivision under the laws of the State of Washington, hereinafter referred to collectively as the "Parties".

WITNESSETH:

WHEREAS, the Interlocal Cooperation Act, as amended, and codified in Chapter 39.34 of the Revised Code of Washington ("RCW") provides for interlocal cooperation between governmental agencies; and

WHEREAS, Tacoma Power has been issued a 35-year license (the "License") from The Federal Energy Regulatory Commission ("FERC") to operate the Cowlitz River Hydroelectric Project ("The Project"), which license expires July 18, 2038; and

WHEREAS, the License has a number of ongoing, identifiable maintenance and construction tasks, that include, but are not limited to, restoration, safety, security, property management, road construction and maintenance tasks; and

WHEREAS, it is in the best interest of the Parties to have the County perform some of the identified restoration, property management, road construction, maintenance, construction, safety or security tasks that Tacoma Power would otherwise be required to perform under the License; and

WHEREAS, the Parties wish to enter into an Agreement for the duration of the existing License that sets forth the general terms and conditions under which the County will perform and be compensated for the above-described work, and that provides for Tacoma Power to authorize the County to undertake individual tasks on a "task assignment" basis;

WHEREAS, the Parties acknowledge that the County will undertake and perform work or services for Tacoma Power only if such work or services do not interrupt or interfere with the County's regular maintenance schedule as to its own facilities;

NOW, THEREFORE, the Parties agree as follows:

1. **PURPOSE:** The purpose of this agreement is to provide a mechanism to realize the Parties' mutual interests and benefits in having the County undertake and perform tasks for Tacoma Power in support of Tacoma Power's Cowlitz River Hydroelectric Project, where such work can be planned in advance and further, said Task Agreements are authorized annually by the Lewis County Board of County Commissioners, the Tacoma Public Utilities' Public Utilities Board, or their delegated representatives.

ORIGINAL

2. ADMINISTRATION: No new or separate legal or administrative entity is created to administer the provisions of this agreement. The administration of this Agreement shall be by the designated employees of the respective Parties.

3. SCOPE OF WORK AND TASK AUTHORIZATION: This Agreement shall serve as the "umbrella agreement" and mechanism to allow the Tacoma Power and The County to enter into individual consecutively numbered Task Assignments for maintenance, property management, safety, security, restoration and construction tasks to be performed at the Project site or designated appurtenant facilities.

The specific terms of each Task Assignment shall be agreed upon in advance by the Parties and signed by the appropriate representative of each Party. Upon signature, each authorized Task Assignment will be incorporated in this Agreement as a sequentially numbered Exhibit. Tacoma Power acknowledges that its Public Utility Board will authorize individual Task Assignments under the Agreement consistent with Section 1.06.246 of the Tacoma Municipal Code, as amended.

Tacoma Power agrees to compensate the County for the work performed in accordance with the terms set forth in each authorized Task Assignment.

4. DURATION AGREEMENT – TERMINATION: This umbrella agreement shall remain in force for the life of The Project's License, July 18, 2038, or until canceled by either party in writing. Either Party may cancel this Agreement prior to completion of the services after reasonable notice to the other Party in writing. In the event of termination, Tacoma Power agrees to pay the County the amount due for actual work and services necessarily performed under this Agreement up to the effective date of termination.
5. RIGHT TO CONTRACT INDEPENDENT ACTION PRESERVED: Each party reserves the right to contract independently for services without notice to the other party and shall not bind the other party to participate in the independent activity. Any services performed by the County shall be furnished as an independent contractor, and nothing herein contained shall be construed to create a relationship of employer/employee or master/servant as between Tacoma Power and County employees.
6. COMPLIANCE WITH LEGAL REQUIREMENT: Each party accepts responsibility for compliance with federal, state or local laws and regulations.
7. PAYMENT: The method of payment shall be through budgeted funds or other available funds of Tacoma Power and shall be paid to The County upon receipt and the completion of review of itemized invoices for tasks performed.

ORIGINAL

8. FILING: Executed copies of this agreement shall be filed as required by Section 39.34.040 RCW prior to this agreement becoming effective.
9. NON-DELEGATION/NON-ASSIGNMENT: The County shall not delegate the performance of any approved or agreed upon service for Tacoma Power, to a third party, unless mutually agreed upon in writing.
10. HOLD-HARMLESS: Each Party shall be liable and responsible, and hold the other Party harmless, for the consequences of its negligent or wrongful acts, the failure to act and the acts or omissions of its employees. Neither Party assumes the liability for the other Party's acts or omissions, the acts or omissions of their employees, or those of any other person, firm or corporation not a party to this agreement. The County acknowledges that, solely for purposes of work performed under this Agreement, the County waives immunity under Industrial Insurance Law, Title 51 RCW, and that this indemnification clause has been mutually negotiated.
11. AUTHORITY: Tacoma Power certifies and warrants that the Public Utility Board has delegated authority to authorize individual Task Assignments up to \$50,000 under this agreement.
12. VENUE AND GOVERNING LAW: The Parties agree and stipulate that in the event any arbitration or litigation should occur concerning or arising out of this Agreement, the interpretation of the terms of this Agreement shall be governed by the laws of the State of Washington.
13. DISPUTE RESOLUTION: In the event of a dispute pertaining to this Agreement, the Parties agree to attempt to negotiate in good faith an acceptable resolution. If a resolution cannot be negotiated, then the Parties agree to submit the dispute to voluntary non-binding mediation before pursuing other remedies.
14. SEVERABILITY: Any provision of this agreement, found to be prohibited or unenforceable by operation of law, shall be ineffective only to the extent of such prohibition or unenforceability, without invalidating the remaining provisions of this Agreement, or affecting the validity or enforcement of such remaining provisions.

ORIGINAL

APPROVED, BOARD OF COMMISSIONERS:
LEWIS COUNTY, WASHINGTON

Dennis Haggler
Chairman

Richard A. Hahn
Member

Chris Johnson
Member

APPROVED, CITY OF TACOMA

James L. Voth
City Manager

Greg Klen
Director of Utilities

for [Signature]
Finance Director

APPROVED AS TO FORM:

[Signature]
Prosecuting Attorney

ATTEST

Kerisa Duff
Clerk of the Board of County Commissioners

APPROVED AS TO FORM:

[Signature]
Assistant City Attorney

ATTEST

Doris [Signature]
City Clerk

6-28-05
Date

Public Utility Board Resolution: U-9975
Tacoma City Council Resolution: 36586

ORIGINAL